

**AGREEMENT**

**Between the**

**CARLSTADT BOARD OF EDUCATION**

**and the**

**CARLSTADT EDUCATION ASSOCIATION**

**for**

**1995-96, 1996-97, 1997-98 School Years**

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## **PREAMBLE**

- A. This Agreement entered into this 16th day of January, 1996 between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt Education Association, hereinafter called the "Association."**
- B. This Agreement is divided into three (3) sections: Articles I - XIV, XXIV, XXV and XXVII - XXIX apply to all bargaining unit members; Articles XV - XVIII and XXVI apply to teachers only and Articles XIX - XXIII apply to non-certificated personnel only.**

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated teacher personnel, all regularly employed full-time custodians, and all regularly employed full-time secretaries, excluding:

Superintendent  
Business Administrator/Secretary  
Principals  
Supervisor of Special Education  
Substitute Teachers  
Secretary to the Superintendent  
Secretary to the Board Business Administrator/Secretary  
All other Non-Certificated Personnel

## Article II

### Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a successor agreement in a good faith effort to reach agreement. Once ratified, any contract shall apply to all employees for whom the Association is authorized to negotiate and shall be reduced to writing and signed by the authorized representatives of both parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the Carlstadt School District. The Association, likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations.
- D. The Association and the Board negotiating units will schedule meetings at the convenience of both units for the purpose of negotiating said contract.
- E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

**A.**

1. A grievance is claimed by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices directly affecting the working conditions of an employee or a group of employees.
2. An "aggrieved person" is the person or persons of the Association making the claim.
3. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
  - a) The failure or refusal of the Board to renew a contract of a non-tenure employee.
  - b) In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

**B.** A grievance must be filed within fifteen (15) working days of its occurrence or such grievance shall be deemed to constitute abandonment of the grievance.

**C.** Any employee shall have the right to present his grievance through the process described in the following steps. The employee shall have the right to present the appeal or to designate representatives of the Association or another person to appear at any step in the appeal.

**D.** No reprisals shall be taken, by either party, against any participants in a grievance.

**STEP 1.** An employee or employee with a grievance shall file, in writing on the prescribed Grievance Form - Step 1, with the principal, either directly or through the Association, with the objective of resolving the matter. A decision on Grievance Decision Statement - Step 1 shall be rendered within five (5) school days after the presentation of the grievance.

**STEP 2.** If the grievance is not resolved or a decision rendered to the satisfaction of the aggrieved person within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance with the Association within ten (10) school days after the grievance was presented in Step 1. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The written grievance shall include:

- a) A copy of Grievance Form - Step 1 that was submitted to the principal;
- b) A copy of Grievance Decision Statement - Step 1 received from the principal;
- c) A statement including basis of dissatisfaction with the decision rendered in Step 1.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within ten (10) school days. The Superintendent shall then have ten (10) school days to render a decision after the grievance is presented.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person within the time limits stated in Step 2, the aggrieved person may appeal to the Board within five (5) school days.

**Step 3.** If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own conduct a hearing or it may request the submission of additional written material. A hearing shall be held, as expeditiously as possible, when the aggrieved person requests a hearing, in writing.

The Board shall make a determination within 30 calendar days, which may be extended in the event of an emergency to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

**STEP 4.** If the aggrieved person is not satisfied with the decision at Step 3, the aggrieved person shall have the right to request, in writing through the Association, non-binding arbitration within ten (10) calendar days of the decision rendered in Step 3.

If the Association determines that the grievance has merit, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree on an arbitrator within 21 calendar days, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The authority of the arbitrator shall be limited solely to the interpretation of the language of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify any of said provisions.

The arbitrator's decision shall be submitted to the Board and the Association and shall be non-binding on either party. Should any of the parties reject the non-binding decision of the arbitrator, the reason or reasons shall be stated in writing no later than 30 calendar days from the date of the receipt of the decision.

- E. Decisions rendered in all steps of this grievance procedure shall be in writing.
- F. All costs for the services of the arbitrator shall be shared equally by the Board and the Association.

## ARTICLE IV

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to permit the Association to view and copy public information of the Board.
- B. When, at the direction of the Board, any employee participates during working hours in negotiations, grievance proceedings or conferences the employee shall suffer no loss in pay.

## ARTICLE V

### SALARIES

- A. The salaries of all employees covered by the contract set forth in the salary guides for 1995-96, 1996-97, and 1997-98, in Schedule "A" through "I", attached.
- B. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.
- C. Employees shall be paid in semi-monthly installments.
- D. Employees may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Federal Credit Union, 61-63 Morris Avenue, Garfield, New Jersey. Deduction forms shall be filed with the Business Administrator/Secretary of the Board at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification shall be given in writing prior to the 5th of any month of desired change. Payroll deductions for each employee shall be computed in accordance with the base pay.
- E. When payday falls on or during a school holiday, vacation or weekend, employee shall receive their pay checks prior to the non-working day or days.

## ARTICLE VI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent, through the building principal. Such statement shall include employees' desired change with the school or schools, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than March 30.
- B. As soon as practicable, and no later than April 30, the Superintendent shall inform the staff of all known vacancies.
- C. The determination of requests for voluntary transfers and/or reassignments shall remain the sole discretion of the Board.

## ARTICLE VII

### SICK LEAVE

- A. All employees employed for the entire contract year shall be entitled to the equivalent of one (1) sick leave day per month, to a maximum of ten (10) per school year for teachers, twelve(12) for secretaries and twelve (12) for custodians. Any employee whose contract commences subsequent to the beginning of the school year shall be entitled to one (1) day of sick leave for each month employed. Employees who leave prior to the conclusion of the school year, due to childbirth, shall be entitled to all sick leave days for the entire year. The Board shall require an employee to file a physician's certificate with the Board Business Administrator/Secretary, for Board review, in order to obtain sick leave when the following exists:
  - 1. Upon the recommendation of the Superintendent there is an alleged abuse of sick leave.
  - 2. In case of extended sick leave of five (5) or more consecutive school days.
- B. Upon request, employees who have used all their accumulated sick leave will have their case reviewed by the Board for possible merited extension and/or compensation.
- C. Employees shall be given a written statement of accumulated unused sick leave days as of September.

**ARTICLE VIII**  
**INSURANCE PROTECTION**

A. The Board shall provide the health-care insurance protection designated below.

Payment of 100% of New Jersey Public and School Employees Health Benefit Plan on a single or family contract for all employees covered by this agreement.

B. The Board agrees to provide 100% payment on a mutually agreed upon dental plan for all employees covered by this agreement. The plan to be provided for this contract period shall be the Delta Dental Plan of New Jersey, Inc., with payment for Preventive, Diagnostic and Basic Benefits Services at 100%.

In addition, 50% - 50% on Prosthodontic and Orthodontic services will be provided for the three (3) year period with a limit of \$1,000 benefit for orthodontic services.

C. The board shall provide a prescription plan from the New Jersey Public and School Employees Health Benefit Plan with a \$3 - \$6 co-payment.

D. If a plan of equal or better value becomes available for consideration, acceptance by both parties would be necessary to generate a change.

## ARTICLE IX

### PROFESSIONAL ETHICS

- A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance and that there should be no interference with such operation.
- B. The Association covenants and agrees that neither the employee organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from a position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- C. The Association further agrees that no member shall refuse to cross any picket line, or will engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the School District.
- D. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Board to deem such activity as grounds for termination of employment of such employee or employees, subject, however, to the application of the tenure Hearing Law.

## ARTICLE X

### BOARD RIGHTS AND RESPONSIBILITIES

- A. Subject to the express provisions of this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:
  1. The management and administrative control of the operation of the School District and its properties and facilities and activities of its employees;
  2. To hire all employees and to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
  4. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction and material used for instruction;
  5. To determine the methods, means and personnel by which the District operations are conducted;
  6. To determine the content of job qualifications and duties;
  7. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations.

## ARTICLE XI

### MEMBERSHIP AND REPRESENTATION FEE DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Unified Associations (Carlstadt Education Association, Bergen County Education Association, New Jersey Education Association and the National Education Association) as said employees individually and voluntarily authorized the Board to deduct. Requests must be filed with the Business Administrator/Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board. Notice of withdrawal is effective on January 1 and July 1 next succeeding the date of which notice of withdrawal is filed.
- B. If any regular full time employee does not become a member of the Association during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- D.
  - 1. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Association.
  - 2. The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid listing during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a) Within 60 days after receipt of the aforesaid list by the Board; or
- b) 60 days after the employee begins his or her regular full time employment in a bargaining unit position, unless the employee previously served in a regular full time bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's regular full time employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than 60 days after the Board received said notice.
5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the Association on an equal basis at all times.
6. The Association shall certify that a demand and return system is in existence.
7. The Association shall indemnify, defend and save the Board harmless from any claims raised against it by an employee as a result of properly fulfilling its obligations under this Article, including but not limited to, paying reasonable attorneys fees and/or legal damages.

## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

A. All regular employees, for whom the Association is authorized to negotiate, shall be entitled to the following temporary non-accumulative leaves of absence, with pay each year of this agreement.

1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandchild, grandparents). Additional day(s) will be considered, upon written request to the Superintendent.
2. One (1) day leave for day of funeral of any other relative, per occurrence.
3. Leave for illness of immediate family members shall be limited to five (5) days per year. Immediate family shall include mother, father, spouse and child. Any sibling residing in the household shall be included for purposes of this paragraph.

Request for personal leave shall be filed with the Superintendent, through the building principal, at least two (2) school days in advance of the contemplated absence, except in case of emergency. The employee shall state the reason for the request and explain the necessity for the matter to be handled during school hours.

B. A maximum of three (3) teachers, one (1) custodian and one (1) secretary per day, on a first come first served basis, will be permitted two (2) days leave of absence for personal matters, upon written application to the Superintendent, through the building principal, at least two (2) days in advance of the contemplated absence. Employees shall not be required to state reason for taking such leave other than that it is being requested under this section.

These days shall not be granted prior and/or subsequent to the Christmas and Easter recess and/or last day of pupil attendance prior to summer vacation. Half (1/2) day requests shall be granted for emergency situations only.

C. In an emergency, the Superintendent, upon being informed by the employee of the nature of the emergency, may waive specific restrictions and authorized an emergency personal day. Written explanation of emergency shall be submitted to the Superintendent within two (2) days of occurrence.

## ARTICLE XIII

### EXTENDED LEAVES OF ABSENCE

- A. The Board shall grant disability leave, with or without pay, during the disability period, upon request of the employee. Subsequent to the disability period, the employee may, with the Board approval, be granted an extended leave of absence, without pay. The employee may elect to use accumulated sick leave for said disability period subject to the following stipulations and limitations:
  1. The Board may remove any employee from his/her duties for any of the following reasons:
    - a) Job performance substantially declines from the period preceding disability.
    - b) Physical condition or capacity renders the employee incapable of performing assigned duties, which shall be deemed to exist if:
      - 1) The employee fails to produce a physician's certificate that the employee is medically able to continue working, or
      - 2) The Board's physicians concludes that the employee is unable to continue working.
      - 3) In the event the physician of the employee shall be of the opinion that said employee is capable of performing duties up to specified date but the medical examiner of the Board shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
    2. Any tenured or non-tenured employee seeking such leave shall apply to the Board sixty (60) days prior to the beginning of the leave. At the time of application the employee shall specify in writing the date on which said employee wishes to return.

The Board shall require said employee to produce a certificate from the employee's physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. The Board may change the requested dates upon finding that the grant of leave for the dates stipulated and medically confirmed would interfere with the administration of the school.

After a leave has been approved, the commencement or termination dates thereof may be further extended or reduced upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for an additional period of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated.

Any extension shall be limited to one additional school year. A request for extension of leave must be made at least three(3) months prior to the expiration of the first leave.

3. The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period. The leave period shall not be counted for tenure purposes.
4. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if in attendance for more than 100 working days. Attendance for 100 days or less shall result in no advancement on the salary guide.

B.

1. The Board shall have the right to require an employee who desires to return to duty to produce a physician's certificate stating the employee is capable of resuming duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the Board shall pay the expenses for an examination by an impartial third physician.
2. Failure of the employee to resume duties on the agreed upon return date may constitute grounds for dismissal.

C.

1. In the case of a birth or adoption placement of a child, any employee may request a leave without pay for child rearing purposes. Such request shall not be unreasonably denied by the Board.
2. In cases where both husband and wife may be employees of this school system, only one of said persons shall be entitled to such leave.
3. In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of anticipated disability leave.
4. Child rearing leave if approved, shall be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave may upon the request of the employee and approval of the Board, be extended for two additional years provided the initial leave period commences subsequent to May 1. If the initial leave is granted prior to May 1, only a one year additional extension will be considered by the Board. Such extension shall not be unreasonably denied. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.
5. Where a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
6. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.
7. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is with the capabilities or certification of such employee.
8. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure employee need not be extended beyond the end of the contract school year in which the leave is obtained.

D. A leave of absence, without pay, for a school year other than disability, may be granted to any tenure employee when said employee applies for said leave, in writing, to the Superintendent and is approved by the Board.

## ARTICLE XIV

### MISCELLANEOUS EMPLOYEE PROVISIONS

- A. Employees may individually elect to have any legal portion of the monthly salary deducted for participation in one or more mutually agreed upon Tax Deferred Annuity Plan(s) handled by one mutually agreed upon agent. Deduction forms shall be filed with the Board Business Administrator/Secretary at the start of each school year. Any changes in the plan or termination thereof may occur twice during the contract year. Notice of termination or modification shall be given in writing prior to the 5th of any month of desired change.
- B. Copies of this Agreement shall be printed at the expense of the Board after agreement with the association. The Agreement shall be given to all employees.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. *Tuition Reimbursement:*

All teachers employed in the district prior to July 1, 1995 shall be eligible for tuition reimbursement. Teachers employed subsequent to July 1, 1995, shall be eligible for tuition reimbursement after completion of two academic years in the district. Teachers with sub-standard and/or provisional certification will not receive reimbursement for courses taken for permanent certification or other certification purposes.

Reimbursement will be made under the following conditions:

1. The course work must be graduate level course work at an accredited university;
2. The course must require regular classroom attendance;
3. All course work is subjected to approval by the Superintendent in advance of commencing any course work. Only course work in the field of education or required for an advanced degree in the field of education or in a closely related field shall qualify for reimbursement;
4. A teacher must earn a grade of "B" or better in order to receive tuition reimbursement. An official university transcript indicating satisfactory completion of the course must be submitted prior to reimbursement;

5. Reimbursement shall be limited to nine(9) credits for all course work started in any calendar year at the rate of up to \$150 per credit-hour of the New Jersey State College tuition rate. Proof of tuition payment by the employee must be submitted prior to reimbursement;
6. Forms(s) will be developed by the Board to facilitate initial approval and reimbursement;
7. It is agreed that a teacher who receives tuition reimbursement under this paragraph is required to give a full year's service to the school district in the school year following receipt of the money.

**B. *Advancement on the Salary Guide:***

1. All graduate level course work from an accredited university, which required regular classroom attendance and which is approved by the Superintendent in accordance with paragraph A.3 of this article, will be considered in determining eligibility for a salary column change for increased academic preparation.
2. Salary column changes for increased academic preparation will be made only for the full year or for the second half of the school year.
  - a. To be eligible for a full year change all required course work must be completed by September 1 and satisfactory evidence of eligibility must be submitted by October 15 (in which case the change shall be made retroactive to September 1).
  - b. To be eligible for a second half of the year change all required course work must be completed by February 1 and satisfactory evidence of eligibility must be submitted by March 15 (in which case the change will be made retroactive to February 1).

## ARTICLE XVI

### TEACHER WORK YEAR

- A. The teacher work year shall not exceed 186 days.
- B. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
- C. The Association may see the school calendar before final adoption by the Board. In determining the school calendar, the Board, through the Superintendent, may accept suggestions and recommendations from the Association.

## ARTICLE XVII

### TEACHER EMPLOYMENT

- A. Placement on salary guide for the experienced teacher applicant shall be determined by the Board with the Superintendent's recommendation.
- B. Up to four years of military service shall be recognized as equivalent years of teaching service on the guide. Legal evidence of said military service must be submitted to the Board.
- C. The Board shall be notified of the teacher's intentions not later than the third Monday in March on forms to be supplied by the Board.
- D. Non-tenured teachers shall be notified, by the Board, of their employment status for the ensuing year in accordance with New Jersey Statutes 18A: 27-10. Other teachers, for whom the Association is authorized to negotiate, shall be notified, by the Board, of their salary status no later than three(3) weeks after signing of the Agreement between the Association and the Board, or date stated in above statute, whichever is later. All signed contracts shall be returned to the Board within two (2) weeks of issuance.
- E. Any teacher employed prior to February 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher employed after February 1, shall not receive advancement on the salary guide.
- F. A longevity stipend of \$1200.00, will be provided for teachers completing twenty (20) years of service in the Carlstadt Public Schools. All teachers employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

G. An additional longevity stipend of \$800.00 will be provided for teachers completing twenty-five (25) years of service in the Carlstadt Public Schools. All teachers employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

## ARTICLE XVIII

### TEACHER HOURS AND TEACHING LOAD

A. Teachers will devote to their assignments the time necessary to meet their responsibilities. Teachers will indicate their presence for duty by placing their initials in the appropriate column if on time, or by specifying the exact time, if late. Teachers shall also place their initials in the appropriate column when leaving.

B.

1. Teachers shall be required to report for duty five (5) minutes before pupils enter school and shall be permitted to leave thirty (30) minutes after pupil dismissal. The total normal in-school work day shall consist of not more than seven (7) hours (0) minutes and shall include a duty-free lunch period of fifty (50) minutes to correspond with the pupil lunch period. On Fridays or on days preceding holidays or vacations, on days of full day class trips, field days, or when teachers return in the evening for school related functions, the teachers shall be permitted to leave ten (10) minutes after pupil dismissal.
2. Pre-kindergarten through sixth grade teachers shall be guaranteed two hundred thirty (230) minutes and seventh and eighth grade teachers shall be guaranteed two hundred fifty (250) minutes of professional time per week. Special area teachers, with the exception of the speech and special education teachers shall be guaranteed two hundred thirty (230) minutes of professional time per week. All the above named teachers will also be entitled to a minimum of five (5) thirty (30) minute blocks per week of professional time. All efforts will be made to schedule one thirty (30) minute block per day. The speech and special education teachers shall be guaranteed one hundred fifty (150) minutes of professional time per week. However, every effort will be made to give speech and special education teachers 230 minutes per week. Since these are mandated programs and do not lend themselves to local control, the board will make reasonable efforts to schedule professional time in minimum blocks of thirty (30) minutes per day in the areas of speech and special education. If the guaranteed time is not possible due to extenuating circumstances, the special education and/or speech teacher will receive a blue slip for appropriate compensation (150 minutes total)..

3. No seventh and eighth grade teacher involved in the teaching of the major subjects of English, Mathematics, Reading, Science, Social Studies, shall normally be scheduled to teach more than six (6) teaching periods per day, however, in case of emergency, may be called upon to cover a class during a professional period. The advisory period in grade 7 and 8 will be considered a teaching period.
4. In the event a teacher has to teach during a professional period, said teacher will be paid ten (\$10.00) dollars for any thirty (30) minute period coverage and twelve (12.00) dollars for any period of over thirty (30) minutes.

C. Teachers shall be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month. Meetings shall not extend beyond 4:30 p.m. No meetings shall be held on Friday or before holidays, except in case of emergency.

D. Teachers who are required to travel from one school to another, during the lunch period shall be provided with 10 minutes of travel time. Any teacher traveling during the AM or PM session will receive 15 minutes of travel time. Every effort will be made by administration to arrange schedules to minimize travel.

E. The notice of and agenda for meetings will be given to the teachers involved one (1) day prior to the meetings, when time permits.

F. Teachers may be required to attend no more than five (5) evening assignments or meetings each school year, without additional compensation, except the music teachers who may be required to attend no more than nine (9).

## ARTICLE XIX

### NON-CERTIFICATED PERSONNEL PAID HOLIDAYS

- A. All regularly employed full-time secretaries will receive all holidays corresponding to the regular pupil school calendar, with the exception of summer recess.
- B. All regularly employed full-time custodians will receive the following paid holidays:

#### **1995-96**

Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Columbus Day	Monday, October 9
Thanksgiving Day	Thursday, November 23
Day after Thanksgiving Day	Friday, November 24
Christmas Day	Monday, December 25
Day after Christmas Day	Tuesday, December 26
New Year's Day	Monday, January 1
Martin Luther King Day	Monday, January 15
President's Day	Monday, February 19
Good Friday	Friday, April 5
Memorial Day	Monday, May 27

#### **1996-97**

Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day	Monday, October 14
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving Day	Friday, November 29
Christmas Eve Day	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Year's Day	Wednesday, January 1
Martin Luther King Day	Monday, January 20
President's Day	Monday, February 17
Good Friday	Friday, March 28
Memorial Day	Monday, May 26

**1997-98**

Independence Day	Friday, July 4
Labor Day	Monday, September 1
Columbus Day	Monday, October 13
Thanksgiving Day	Thursday, November 27
Day after Thanksgiving Day	Friday, November 28
Christmas Eve Day	Wednesday, December 24
Christmas Day	Thursday, December 25
New Year's Day	Thursday, January 1
Martin Luther King Day	Monday, January 19
President's Day	Monday, February 16
Good Friday	Friday, April 10
Memorial Day	Monday, May 25

**ARTICLE XX**

**NON-CERTIFICATED PERSONNEL REDUCTIONS IN FORCE**

- A. Reductions in force of all regularly employed full time tenured non-certificated personnel shall be made by seniority among those deemed qualified by the Board.
- B. An employee who is laid off pursuant to Paragraph A above, shall be rehired in the event of a vacancy, by seniority of those deemed qualified by the Board (i.e., the last employee deemed qualified by the Board to be laid off shall be the first to be rehired).
- C. Accrued seniority in the District shall not be lost during the period of layoff.

**ARTICLE XXI**

**NON-CERTIFICATED PERSONNEL PROBATIONARY PERIOD**

- A. Upon being hired all new regularly employed full-time non-certificated personnel shall receive a 90 day probationary contract with a 14 day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

## ARTICLE XXII

### CUSTODIAN MISCELLANEOUS PROVISIONS

- A. Custodians assigned to the day shift shall work eight (8) hours per day, commencing at 7:30 a.m. and concluding at 4:30 p.m., with one (1) hour for lunch.
- B. Custodians assigned to the steady afternoon shift in Washington School shall work eight (8) hours per day, commencing at 3:00 p.m. and concluding at 11:30 p.m. with one half (1/2) hour for lunch.
- C. Custodians shall work for twelve (12) months, from July 1, through June 30.
- D. Custodians shall obtain a low pressure fireman's license, at Board expense, prior to the completion of the probationary period, within the limits of availability of appropriate courses. Any custodian who does not obtain a low pressure fireman's license within one (1) year of appointment shall be subject to termination.
- E. Custodians assigned to the steady afternoon shift (days that schools are scheduled to be in session or on any other day that the Board may deem this service to be necessary) shall receive an additional \$800 for the 1995-96 school year, \$850 for the 1996-97 school year and \$900 for the 1997-98 school year.
- F. If reassignment of a late afternoon shift custodian is necessary to fill the normal duties of a day shift custodian, while schools are in session and less than 24 hours notice is given for reassignment, the hours worked during the first day only shall be paid at time and one-half.
- G. Any custodian called to return to work outside of his regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one-half.
- H. Custodians will receive vacations as follows:
  - Completion of 1 through 4 years of service - 2 weeks
  - Completion of 5 through 9 years of service - 3 weeks
  - Completion of 10 years of service and over - 4 weeks

The month of completion above shall be June. Any custodian who is appointed subsequent to July shall be granted one (1) vacation day for each two (2) months completed during the first year of employment.

A custodian with five (5) or more years of service as of July 1, shall be entitled to use up to five (5) vacation days during the ensuing student school year. Such vacation days may not be used on a workday for teachers nor may more

than one (1) custodian be absent on vacation on the same date during the student school year. A custodian requesting to use vacation day(s) during the student school year must submit a request, in writing, 3 months prior to the requested vacation period. Request(s) will be granted on the basis of seniority. Said vacation shall be used only once by any one custodian for the duration of this agreement.

Requests for normal summer vacations shall be granted on the basis of seniority and no more than two (2) custodians shall be granted the same week(s) for vacation. In addition, the last week of August shall not be permitted for vacation.

- I. Any custodian employed prior to January 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any custodian employed after January 1, shall not receive advancement on the salary guide.
- J. The Board will supply each custodian with three (3) pairs of trousers, three (3) shirts. This uniform must be worn while on the job during the school year. A \$130 clothing allowance will be provided to purchase at least one (1) pair of work shoes which must be worn on the job at all times. In addition, the Board will supply a lifting belt for each custodian, which must be used when lifting heavy objects, and rain jacket and pants.
- K. A custodian appointed after January 1, shall be provided with two (2) pairs of trousers, two (2) shirts and \$65 for work shoes.
- L. One (1) custodian will be permitted to represent his unit at each Association meeting. The custodian attending the meeting shall be the custodian in the building where the meeting is being held. Said custodian will be released from duties after providing at least twenty-four (24) hours notification to the building principal and barring unforeseen emergencies.
- M. A longevity stipend of \$500 will be provided for custodians completing ten (10) years of full-time service in the Carlstadt Public Schools. Custodians employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.
- N. An additional longevity stipend of \$300 will be provided for custodians completing fifteen (15) years of full-time service in the Carlstadt Public Schools. Custodians employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.

O. The custodian assigned to the school in which the summer recreation program is run, will receive a stipend of \$50 per week for additional work involved.

In the event the Board decides to privatize custodial duties, the Board will notify the custodian(s) involved two (2) months in advance, and will grant the custodian(s) involved four (4) weeks severance pay.

## ARTICLE XXIII

### SECRETARY MISCELLANEOUS PROVISIONS

A. Secretaries shall work seven (7) hours thirty (30) minutes per day, commencing at 8:00 a.m. and concluding at 4:00 p.m.

B. Secretaries shall work for 12 months, from July 1 through June 30.

C. The Board will permit the granting of an educational refund for full tuition for six (6) undergraduate credits at the Bergen County Community College rate. Secretaries enrolled in the New Jersey Association of the Educational Secretaries Professional Development Program will be granted a maximum of 9 credits for each calendar year.

This educational refund will be granted with the following conditions:

- 1) Courses must be approved by the Superintendent.
- 2) Grade for course is "B" or better.
- 3) Copy of tuition payment receipt, grade and course transcript must be submitted to the Superintendent for approval and recommendation for reimbursement.

D. Any secretary employed prior to January 15, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any secretary employed after January 15, shall not receive advancement on the salary guide.

E. One (1) secretary will be permitted to represent the secretarial unit at each Association meeting. The secretary attending the meeting shall be the secretary in the building where the meeting is being held. Said secretary will be released from duties at 3:15 p.m. on the afternoon of the meeting, after providing at least twenty-four (24) hours notification to the building principal.

- F. A longevity stipend of \$400 will be provided for secretaries completing ten (10) years of full-time service in the Carlstadt Public Schools. Secretaries employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.
- G. An additional longevity stipend of \$250 will be provided for secretaries completing fifteen (15) years of full-time service in the Carlstadt Public Schools. Secretaries employed subsequent to July 1, 1995, shall not be eligible for a longevity stipend.
- H. Secretaries will receive vacations as follows:

Completion of 1 through 5 years of service - 2 weeks  
Completion of 6 through 10 years of service - 3 weeks  
Completion of 11 years of service and over - 4 weeks

This vacation time will be granted upon request between July 1 and August 30.

## ARTICLE XXIV

### SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXV

### FULLY BARGAINED PROVISIONS

Subject to applicable law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XXVI

### EXTRA CURRICULAR ACTIVITIES

The stipends shown in Schedule "J", will apply provided activities have prior approval of the Board. The Board shall have sole discretion to add or delete activities/clubs from the schedule without limitations and determine the number of coaches, advisors, chaperones, or other personnel needed for each activity. It is further understood that if an activity is added, the parties shall negotiate a stipend for said activity.

In the event the coach, advisor, chaperone, or other personnel, resigns or is removed from the activity/club prior to completion, said coach, advisor, chaperone, or other personnel, shall receive a pro-rated stipend.

Curriculum Guide Project stipends will apply to those curriculum guide projects approved by the Board. The Board shall have sole discretion to determine the projects and the number of writers for these projects.

#### **DEFINITIONS:**

*Extra-curricular Activities* - Those activities or assignments not specified as part of the teaching and duty assignments in the regular workday, workweek or work year.

*EXTRA-Curricular Seasonal Activities* - Those activities which are conducted for a specific period of time and usually less than the entire school year.

*Curriculum Guide Projects* - A written document that gives both structure and direction to the educational program. Further, it tells what is to be taught in a given subject for a particular grade or combination of grades through general stranded goals and specific instructional objectives.

*Club* - A Board approved student activity which takes place at the immediate conclusion of the student's school day (1:30:00) p.m.).

The advisor shall submit, for Board approval, the prescribed Board application for club activities.

**STIPEND DISBURSEMENT:**

A. Any stipend that is for an extra-curricular seasonal activity will be paid on the pay day immediately after the completion of the activity.

B. Any stipend that is for an entire school year will be paid as follows:

50% at the last pay day of December

50% at the last pay day of June

C. Any stipend position that results in a final product that did previously exist (e.g., curriculum creation or writing), or a revision of an existing document will be paid as follows:

50% at submission of first draft to Superintendent on the next pay day.

Final payment upon approval of Superintendent on the next pay day.

**SCHEDULE J****EXTRA CURRICULAR ACTIVITIES**

	1995-96	1996-97	1997-98
Clubs	\$15.00 per hour	15.60 per hour	16.25 per hour
Coordinator of Student Support Services	\$5,000	\$5,200	\$5,408
Intremurals Athletics Advisor	\$1,600	\$1,664	1,731
Play Advisor (min 2, max 3)	\$3,000	\$3,120	\$3,245
Overnight Trip Chaperone	\$100 per night **	\$104 per night**	\$108 per night**
Writing of new or major revision of curriculum guide in subject area	\$1,200 each	\$1,248 each	\$1,298 each
Writing of revision of curriculum guide in subject area	\$650 each	\$676 each	\$703 each
Workshop presenter	\$300	\$312	\$324

\*\* This stipend will be paid for each overnight stay.

## ARTICLE XXVII

### PAYMENT FOR UNUSED SICK LEAVE

- A. Effective July 1, 1995, any employee who retires according to the provisions of the Teachers Pension and Annuity Fund/Public Employees Retirement System in order to receive immediate benefits and not merely "deferred retirement" shall be eligible for payment for unused sick leave.
- B. Payment shall be on retirement from service only. Proof of filing with the appropriate retirement system must be submitted to the district. This will be payable subsequent to July 1 and prior to July 30, in the year of retirement.

Employees upon retirement from employment shall be compensated for unused accumulated sick leave at the rate

1995/96 -- \$30.00 for each accumulated sick day beyond the first 80 accumulated days to a maximum of \$3,000.00

1996/97 -- \$35.00 for each accumulated sick day beyond the first 75 accumulated days to a maximum of \$3,500.

1997/98 -- \$40.00 for each accumulated sick day beyond the first 70 accumulated days to a maximum of \$4,000.

## ARTICLE XXVIII

### DURATION OF AGREEMENT

This Agreement shall be effective for a term of three (3) years, commencing on the first day of July, 1995.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

THE BOARD OF EDUCATION OF  
THE BOROUGH OF CARLSTADT

ATTEST:

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Secretary

BY:

---

President

THE CARLSTADT EDUCATION  
ASSOCIATION

ATTEST:

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Secretary

BY:

---

President

**TEACHER GUIDE**  
**1995-96**

STEP	A BA	B BA + 15	C MA	D MA + 15	E MA + 30
1	33,150	34,705	37,510	41,025	43,430
2	34,555	36,110	38,920	42,435	44,835
3	35,965	37,520	40,325	43,935	46,245
4	37,370	38,925	41,735	45,250	47,650
5	38,775	40,335	43,140	46,655	49,060
6	40,185	41,740	44,545	48,065	50,465
7	41,590	43,150	45,955	49,470	51,870
8	43,700	45,260	48,300	51,815	54,215
9	45,815	47,370	50,645	54,160	56,565
10	47,925	49,480	52,990	56,505	58,910
11	50,035	51,590	55,335	58,850	61,255
12	54,540	55,050	58,775	62,285	64,750
13	59,160	59,390	62,215	65,715	68,250
14		60,355	65,775	69,270	71,903

TEACHER GUIDE  
1996-97

STEP	A BA	B 8A + 15	C MA	D MA + 15	E MA + 30
1	34,080	35,675	38,560	42,175	44,645
2	35,525	37,120	40,010	43,625	46,090
3	36,970	38,570	41,455	45,165	47,540
4	38,415	40,015	42,905	46,515	48,985
5	39,860	41,465	44,350	47,960	50,435
6	41,310	42,910	45,790	49,410	51,875
7	42,755	44,360	47,240	50,855	53,325
8	44,925	46,525	49,650	53,265	55,735
9	47,100	48,695	52,065	55,675	58,150
10	49,265	50,865	54,475	58,085	60,560
11	51,435	53,035	56,885	60,500	62,970
12	56,065	56,590	60,420	64,025	66,565
13	60,895	61,055	63,955	67,555	70,160
14		62,128	67,695	71,290	73,995

**TEACHER GUIDE**  
1997-98

STEP	A BA	B BA + 15	C MA	D MA + 15	E MA + 30
1	35,085	36,730	39,700	43,420	45,960
2	36,575	38,215	41,190	44,910	47,450
3	38,060	39,710	42,680	46,500	48,940
4	39,550	41,195	44,170	47,890	50,430
5	41,035	42,690	45,660	49,375	51,925
6	42,530	44,175	47,140	50,870	53,405
7	44,015	45,670	48,635	52,355	54,900
8	46,250	47,900	51,115	54,835	57,380
9	48,490	50,130	53,600	57,315	59,865
10	50,720	52,365	56,080	59,800	62,345
11	52,950	54,600	58,565	62,285	64,830
12	57,720	58,260	62,200	65,915	68,530
13	62,805	62,855	65,840	69,550	72,230
14		64,075	69,810	73,515	75,995

**CUSTODIAN GUIDE**

STEP	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$ 28,420	\$ 29,555	\$ 30,735
2	30,622	31,845	33,120
3	32,405	33,862	35,215
4	34,435	35,985	37,433
5	37,720	38,725	39,720

**SECRETARY GUIDE**

<u>Step</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$ 24,616	\$ 25,601	\$ 26,561
2	25,664	26,691	27,692
3	26,711	27,779	28,821
4	27,759	28,869	29,952
5	29,330	30,503	31,647
6	30,901	32,137	33,342
7	32,682	33,989	35,264